



UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

VIVIAN MANDALA,

Plaintiff,

-against-

SA-FE WINDOWS, INC. and FERID BRKIC,

Defendants.

18-CV-3580 (KHP)

**ORDER OF DISMISSAL**

**KATHARINE H. PARKER, United States Magistrate Judge:**

In this action under the Fair Labor Standards Act and the New York Labor Law, which is before this Court on the consent of the parties pursuant to 28 U.S.C. § 636(c), the parties, having reached an agreement in principle to resolve the action, have placed their proposed settlement agreement before this Court for approval. *See Cheeks v. Freeport Pancake House, Inc.*, 796 F.3d 1999 (2d Cir. 2015) (requiring judicial fairness review of FLSA settlements). The parties have also submitted a letter detailing why they believe the proposed settlement agreement is fair, reasonable, and adequate. (Dkt. 14.) This Court has reviewed the parties' submissions in order to determine whether the proposed agreement represents a reasonable compromise of the claims asserted in this action, and, in light of the totality of the relevant circumstances, including the representations made in the parties' letter, the terms of the proposed settlement agreement, and this Court's own familiarity with the strengths and weaknesses of the parties' positions, it is hereby ORDERED that:

1. The Court finds that a reduction in the amount of attorneys' fees to be paid to Plaintiff's counsel is necessary. The parties' proposed fee award constitutes 40% of the

settlement amount. However, courts in this District “have declined to award more than one third of the net settlement amount as attorney's fees except in extraordinary circumstances.” *Santos v. EL Tepeyac Butcher Shop Inc.*, No. 15-cv-814 (RA), 2015 WL 9077172, at \*3 (S.D.N.Y. Dec. 15, 2015) (citing *Thornhill v. CVS Pharm., Inc.*, No. 13-cv- 507 (JMF), 2014 WL 1100135, at \*3 (S.D.N.Y. Mar. 20, 2014)). This Court, finding no extraordinary circumstances in this case, grants Plaintiff’s counsel a fee award of \$7,666.66 (one third of the settlement amount) plus expenses paid by counsel in the amount of \$22.03, for a total of **\$7,688.69**. The remaining amounts representing Plaintiff’s unpaid wages and liquidated damages (together, totaling **\$15,311.31**) are to be paid to Plaintiff as set forth in the parties’ proposed settlement agreement. Upon substitution of the aforementioned terms for the payment terms currently included in the proposed settlement agreement, the Court finds that the terms of the resulting settlement agreement are fair, reasonable, and adequate, both to redress Plaintiff’s claims in this action and to compensate Plaintiff’s counsel for their legal fees, and the resulting agreement is therefore approved.

2. In accordance with the parties’ request, this Court will retain jurisdiction over this matter for the purpose of enforcing the settlement agreement, if necessary.

3. As a result of the Court’s approval of the parties’ proposed settlement, subject to the aforementioned term modifications, this action is hereby discontinued with prejudice and without costs, provided, however, that, within 30 days of the date of this Order, if any aspect of written documentation of the settlement is not completed, then Plaintiff may apply by letter for the restoration of the action to the active calendar of the Court.

4. The Clerk of Court is directed to close this case on the Docket of the Court.

Dated: New York, New York  
July 2, 2018

SO ORDERED

A handwritten signature in blue ink that reads "Katharine H. Parker". The signature is written in a cursive style with a horizontal line underneath it.

KATHARINE H. PARKER  
United States Magistrate Judge

Copies to:

All counsel (via ECF)